Selection of a Professional Consultancy Firm for Program Management and Strategy Support for Bengaluru West City Corporation (Call 2)

Response to Pre-bid Queries -1

Date: 25th June 2026

Response to Pre-bid Queries for the Request for Proposal for Selection of a Professional Consultancy Firm for Program Management and Strategy Support for Bengaluru West City Corporation (Call 2) *(Tender No. BWCC/2026-27/SE0106/CALL-2), dated 16th June 2026*

Sl. No.	Section No.	Clause No.	Page No.	Query	Response to Query
1.	Invitation for Tender, Calendar of Events	–	4	We kindly request an extension of the bid submission deadline to **at least two weeks from the date of issuance of responses to the pre-bid queries.**	Kindly refer to the last date and time for receipt of tenders provided on the Karnataka Public Procurement Portal.
2.	Section 2 - Information to Consultants, Data Sheet	Sl.no 14, 3.3 a	16	**We request that JV/Consortium be permitted for this assignment.** Allowing the same would enable us to leverage a wider and more diverse pool of experts with specialized domain knowledge	RFP Clause prevails
3.	–	–	–	We request that sub-contracting be permitted for this assignment.	RFP Clause prevails
4.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.1	21	We request the following modification, in order to showcase our experience appropriately: The Bidder should have experience of at least 2 (two) consultancy assignment of providing Project/Program Management Unit (PMU) Services (Ongoing/completed) for **Central Government / State Government / Development Authority/ Municipal Corporations or Urban Local Body (ULB)/ PSUs in India.**	RFP Clause prevails
5.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.2	21	On page 21, it states that the bidder should have experience of at least 5 consultancy assignments, whereas on page 18, the requirement is mentioned as at least 3 consultancy assignments. Kindly confirm which of these is the correct eligibility criterion. We also request that the requirement of at least 3 consultancy assignments be maintained.	Kindly refer to Corrigendum – 1, Sl. No. 1 for the updated clause. The bidder having experience of **at least 3 consultancy assignments** will be considered.

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6.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.2	21	We request the following modification, in order to showcase our experience appropriately: • **The contract value of the assignment should be above 50 Lakh.**	RFP Clause prevails
7.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.4	23	We request the following modification, in order to showcase our experience appropriately: • **The contract value of the assignment should be above 50 Lakh.** • **The assignment must have been undertaken within the last 5 (five) years from the date of notice inviting tender.**	RFP Clause prevails
8.	Section 5 – Terms of Reference, Deployment of Personnel	6, Sl. No 5	55	We request to reduce the required experience from 3 years to 2 years for experience working on procurement activities related to urban / infrastructure sector.	RFP Clause prevails
9.	Section 5 – Terms of Reference, Deployment of Personnel	6, Sl. No 4	55	We request adding an **Executive MBA/ Master's degree in Urban Planning/ PGDM Finance** to the educational qualification requirements. We request to reduce the required experience from 3 years to 2 years for experience in preparation of financial models, suitable PPP options and structuring of PPP Projects.	Kindly refer to Corrigendum – 1, Sl. No. 2 for the updated criteria
10.	II. GENERAL CONDITIONS OF CONTRACT	6.4.2 and 6.4.3	73	According to Clauses 6.4.2 and 6.4.3, a monthly, attendance-based payment structure linked to approval of the Monthly Progress Report has been specified as the payment criteria; whereas Clause 6.4.4 (b) introduces a milestone-completion condition for releasing subsequent payments. Both these clauses are contradictory. Also, this is a time-and-resource-based PMU engagement, and no payment milestones have been defined in the RFP. Client is requested to suitably modify Clause 6.4.4 (b) and confirm that monthly payments shall be released based on attendance of deployed resources and approval of the MPR, without being subject to undefined milestone conditions.	The payment under this assignment shall be based on deployment of personnel, attendance records and approval of the Monthly Progress Report (MPR).

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11.	Section 5 – Terms of Reference	5.7.2.3.	52	PwC does not make policy or perform regulatory or legislative tasks on behalf of governments. Our approach is to provide technical assistance and/or inputs that enable governments to make robust policy decisions. Accordingly, for this engagement we will not draft/recommend a particular policy/policy amendment- rather we will only evaluate a range of policy options intended to achieve the government's own policy objectives, in order to support the government in deciding which course of action will best meet its needs.	RFP Clause prevails
12.	II. GENERAL CONDITIONS OF CONTRACT, Indemnification	9	74	We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. *"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.* *2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.* *3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."*	RFP Clause prevails
13.	II. GENERAL CONDITIONS OF CONTRACT, Indemnification	9	74	There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section	RFP Clause prevails

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14.	II. GENERAL CONDITIONS OF CONTRACT, Indemnification	9	74	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	RFP Clause prevails
15.	II. GENERAL CONDITIONS OF CONTRACT	2.7.3, 3.3 and Sl.no 14	64, 66 and 77	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	RFP Clause prevails
16.	–	–	–	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. *"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."*	RFP Clause prevails
17.	III. SPECIAL CONDITIONS OF CONTRACT	1.2	70	We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:	RFP Clause prevails

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				"In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."	
18.	3A. Technical Proposal Submission Form	Sl.no 6	28	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria / declaration regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as last 5 years.	RFP Clause prevails
19.	–	–	–	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct	RFP Clause prevails
20.	–	–	–	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	RFP Clause prevails

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21.	Section 5 – Terms of Reference	5.2.7. and 5.2.10	49 and 50	It is understood that this will be a desk-based exercise and that it will be based on the information provided to us by the client. Please confirm if our understanding is correct.	Yes, it will be a desk-based exercise, and it will be based on the data provided by BWCC.
22.	Section 5 – Terms of Reference	5.7.1.3	51	Kindly give us the clarity whether we need to conduct the training or whether we only have to assist the client in organising these and how we will be able to conduct exposure visits in this construct. It is understood that we will only assist. Please provide clarity	The consultant shall assist in conducting periodic training, workshops, and exposure visits. Cost of such training, workshops, exposure visits etc. shall be borne by BWCC.
23.	3E. Team Composition and Task Assignments	–	36	Please note that the support staff table provided represents a tentative team proposed by us. However, the final deployment of personnel will be subject to discussion and agreement with the client. The actual resources deployed may differ from the names provided and can be adjusted based on project requirements	Kindly refer to clause 6.3, Page 13
24.	Section 5 –Pre-Qualification Criteria, Eligibility Criteria	5.3.1, Sl.no 4	18	We request that the clause be modified as follows: " **4. PMU Experience:** The Bidder should have experience of at least 2(two) consultancy assignment of providing Project/Program Management Unit (PMU) Services (Ongoing/completed) for **Municipal Corporations/Urban Local Bodies/Smart Cities** in India. The said assignments should meet the following criteria in addition to the above – • The contract value of the PMU services should be **at least INR 50 Lakh** • The assignment must have been undertaken within the last **10 (ten) years** from the date of notice inviting tender."	RFP Clause prevails
25.	Section 5 –Pre-Qualification Criteria, Eligibility Criteria	5.3.1, Sl.no 5	18	We request that the clause be modified as follows: **"5. Experience in Revenue Realization and Augmentation:**	RFP Clause prevails

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				The Bidder should have experience of at least 3 (three) consultancy assignment related to revenue augmentation/asset monetization/**capacity building for municipal finance**/ for a Central Government / State Government / Development Authority/ **Development Finance Institution**/ Urban Local Body (ULB) client in India. The said assignments should meet the following criteria in addition to the above – • The contract value of the assignment should be at least **INR 50 Lakhs** • The assignment must have been undertaken within the last **10 (ten) years** from the date of notice inviting tender.	
26.	Section 5 –Pre-Qualification Criteria, Eligibility Criteria	5.3.1, Sl.no 6	18	We request that the clause be modified as below: "The Bidder should have experience of at least 2 (two) consultancy assignment (ongoing/completed) related to urban governance and urban reforms (including organizational restructuring, service tracking and delivery, grievance redressal, digital dashboards, reform implementation support) for a **Central/ State Department or Government agency/ Development Finance Institution**/ Development Authority/ Urban Local Body (ULB)in India. The said assignments should meet the following criteria in addition to the above • The contract value of the assignment should be at least **INR 50 Lakhs.** • The assignment must have been undertaken within the last **10 (ten)** years from the date of notice inviting tender."	RFP Clause prevails
27.	Section 5 –Pre-Qualification Criteria, Eligibility Criteria	5.3.1, Sl.no 7	19	We request you to kindly modify the clause as below: "The Bidder should have experience of at least 2 (two) PMU/Advisory assignment in Karnataka with State/City level agencies/**Government bodies.** The said assignments should meet the following criteria in addition to the above – • The contract value of the assignment should be at least **INR 50 Lakhs**	RFP Clause prevails

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				• The assignment must have been undertaken within the last **10 (ten)** years from the date of notice inviting tender."	
28.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.1	21	We request that the clause be modified as follows: "The Bidder should have experience of at least 2(two) consultancy assignment of providing Project/Program Management Unit (PMU) Services (Ongoing/completed) for **Municipal Corporations/Urban Local Bodies/Smart Cities** in India. The said assignments should meet the following criteria in addition to the above – • The contract value of the PMU services should be **at least INR 50 Lakh** • The assignment must have been undertaken within the last **10 (ten) years** from the date of notice inviting tender."	RFP Clause prevails
29.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.2	21	We request that the clause be modified as follows: **"1.2. Experience in Revenue Realization and Augmentation:** The Bidder should have experience of at least 3 (three) consultancy assignment related to revenue augmentation/asset monetization/**capacity building for municipal finance/** for a Central Government / State Government / Development Authority/ **Development Finance Institution/** Urban Local Body (ULB) client in India. The said assignments should meet the following criteria in addition to the above – • The contract value of the assignment should be at least **INR 50 Lakhs** • The assignment must have been undertaken within the last **10 (ten) years** from the date of notice inviting tender.	RFP Clause prevails
30.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.3	22	We request that the clause be modified as below: "The Bidder should have experience of at least 2 (two) consultancy assignment (ongoing/completed) related to urban governance and urban reforms (including organizational restructuring, service tracking and delivery, grievance redressal, digital	RFP Clause prevails

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				dashboards, reform implementation support) for a **Central/ State Department or Government agency/ Development Finance Institution**/ Development Authority/ Urban Local Body (ULB)in India. The said assignments should meet the following criteria in addition to the above • The contract value of the assignment should be at least **INR 50 Lakhs**. • The assignment must have been undertaken within the last **10 (ten)** years from the date of notice inviting tender."	
31.	Section 5 –Technical Evaluation Criteria, Experience of the Bidder	5.3.2, Sl.no 1.4	22	We request you to kindly modify the clause as below: "The Bidder should have experience of at least 2 (two) PMU/Advisory assignment in Karnataka with State/City level agencies/**Government bodies.** The said assignments should meet the following criteria in addition to the above – • The contract value of the assignment should be at least **INR 50 Lakhs** • The assignment must have been undertaken within the last **10 (ten)** years from the date of notice inviting tender."	RFP Clause prevails
32.	Section 5 – Terms of Reference, Detailed Scope of Services	5.2	49	We understand that the BWCC will provide/facilitate access to necessary data and on-field support staff for identifying and documenting revenue leakages, operational inefficiencies, and instances of non-compliance through field verification, system audits. We understand that the scope of our services in GIS (developing a geo-tagged, digitized Asset Registry with details on ownership, usage, encumbrances, revenue/monetisation potential, valuation and compliance status, comprehensive mapping of assets, etc.) will be limited to the strategy & work flows for the same. On-ground implementation will require technology support from a third-party vendor. We request you to confirm our understanding.	BWCC will provide/facilitate access to necessary data and on-field support for identifying and documenting revenue leakages, operational inefficiencies, and instances of non-compliance through field verification, system audits. Consultant's scope of services in GIS (developing a geo-tagged, digitized Asset Registry with details on ownership, usage, encumbrances, revenue/ monetisation potential, valuation and compliance status,

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					comprehensive mapping of assets, etc.) will be limited to the strategy & workflows for the same. Scope of work of consultant doesn't include software implementation etc.
33.	Section 5 – Terms of Reference, Detailed Scope of Services	5.4	50	We understand that the scope of our services in simplifying key processes to improve turnaround time, transparency, and ease of access & Assistance in implementing improved workflows would be limited to technical advisory and coordination support. On-ground implementation will require technology support from a third-party vendor. We request you to confirm our understanding.	Scope of work of consultant doesn't include software implementation etc.
34.	Section 5 – Terms of Reference, Detailed Scope of Services	5.5	50	We understand that the Consultant's role is limited to providing bid process management support to the client, and that the final decision with respect to empanelment of such agency/agencies will rest solely with the client.	The consultant shall assist BWCC in carrying out bid process management for identification and onboarding of agencies. The final decision regarding empanelment of agency/agencies shall rest solely with BWCC.
35.	Section 5 – Terms of Reference, Detailed Scope of Services	5.7.5	52	We understand that the Consultant's role is limited to providing bid process management support to the client, and that the actual evaluation of the bids and subsequent final decision with respect to empanelment of such agency/agencies will rest solely with the client.	The consultant shall provide bid process management support, including preparation of bid documents, assistance during bidding process and evaluation support. The final empanelment/onboarding decision shall rest solely with BWCC.

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36.	Section 5 – Terms of Reference, Deployment of Personnel	6	54	We request you to add the following educational qualifications S.No. 3. "Masters in Regional Planning / Urban Planning / Infrastructure Planning / Infrastructure Engineering & Management / Construction Management / **Civil Engineering / Architecture/ Urban Management/Urban Design or equivalent."** S.No.4. "MBA (Finance) / CA / CFA / **Masters in Economics/** Masters in Infrastructure Engineering & Management / Masters in Construction Management or equivalent. Further, given that the scope of the assignment is centred around Program management and strategic support, we request you to modify the relevant work experience for S.No. 3 as below: "Minimum 3 years' experience working in infrastructure planning **including strategic inputs and PMU support in managing** Infrastructure Master Plan / Detailed Project Reports (DPRs) /CDPs / **City Economic Plans**/Techno Economic Feasibility Report".	RFP Clause prevails
37.	Section 5 – Terms of Reference, Reporting Requirements	8, Sl. no 2	57	The specified clause of the terms of reference does not provide the description of the report. We request you to provide clarity on the same.	This shall be discussed once the consultant is onboarded.
38.	II. GENERAL CONDITIONS OF CONTRACT, Termination of Contract	2.7.2	64	We request you to kindly add the following to clause 2.7.2. "(d) If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where the Client's ownership or constitution has changed), makes the Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the Consultant"	RFP Clause prevails
39.	II. GENERAL CONDITIONS OF CONTRACT, Conflict of Interests	3.2.3	66	1. We understand that the clause applies solely to the engagement team and resources that would be deployed on this project, and not on the entire entity. We request you to confirm this understanding. 2. We understand that this clause does not restrict Bidder's participation in future bids of the client's organization for services independent of this assignment. We request you to confirm this understanding.	1. The conflict of interest provisions shall apply to the personnel and team members deployed under this assignment. 2. Participation of the bidder in future bids of the client, which are

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					independent of and do not create a conflict with this assignment, shall not be restricted. However, any such participation shall remain subject to the conflict of interest provisions specified in the RFP and applicable procurement guidelines.
40.	II. GENERAL CONDITIONS OF CONTRACT, Conflict of Interests	3.2.4	66	We understand that the clause applies solely to the engagement team and resources that would be deployed on this project, and not on the entire entity. We request you to confirm this understanding.	The conflict of interest provisions shall apply to the personnel and team members deployed under this assignment.
41.	II. GENERAL CONDITIONS OF CONTRACT	3.7	67	We understand that the Consultant may assign ownership of the deliverables to the Client upon receipt of full payment of all fees and charges due under the Contract. Further, we understand that the Consultant shall retain ownership of all pre-existing background intellectual property, including data, tools, models, software, methodologies, and know-how developed independently of the Services, with the Client being granted the right to use the deliverables and such incorporated materials for its internal and official purposes, as stipulated in the Contract.	RFP Clause prevails
42.	II. GENERAL CONDITIONS OF CONTRACT	4.2	67	We request you to modify the clause as follows: "Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, (including but not limited to retirement, death, medical incapacity, discharge from service, etc.) it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications."	RFP Clause prevails
43.	II. GENERAL CONDITIONS OF CONTRACT	9	75	We request that the following provisions may be added to the existing clause: " (v) the Consultant shall only be liable for indemnities which are judicially determined at actuals and solely attributable to the Consultant."	RFP Clause prevails

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44.	Information to consultants, Data Sheet	Sl. no 21	21	We request that the last date to submit the proposal be **extended by 03 weeks from the date of publishing responses to the pre-bid queries.**	Kindly refer to the last date and time for receipt of tenders provided on the Karnataka Public Procurement Portal.
45.	Section 5.7 – Ranking of Bids	Sl. no 25	26	We respectfully request the Authority to consider **revising the QCBS ratio to 80 Technical:20 Financial** to ensure that greater weightage is accorded to technical competence, domain expertise, and quality of approach—critical factors for successful delivery of complex urban development assignments. This adjustment will promote selection of technically sound and contextually aligned proposals	RFP Clause prevails

25/6/26

Executive Engineer,
Special Division,
Bengaluru West City Corporation